IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.3014 OF 2005
IN
SUIT NO.3944 OF 2003

Ramesh Vasant Juker ..Plaintiff

Vs.

Anandiben P. Patel ..Defendant

Mr.S.K.Chaurasia i/b A.M.Saraogi for the plaintiff

Mr.P.K.Vyas for the defendant

Mr.V.S.Parab, Asst. to Court Receiver present

CORAM : S.U.KAMDAR, J
DATED : 26TH OCTOBER, 2005

P.C.:

1. By consent of the parties, motion is placed on board for hearing and called out.

2. The defendant in present suit is appointed as Receiver. Defendant has not executed an Agency Agreement. He undertakes to execute an Agency Agreement on or before 1.11.05. In an event if he fails to execute the Agency Agreement, the Court Receiver to take physical possession of the premises from the defendant without reference to

the court. Defendant will also not be granted any extension of time for the purpose of executing the Agency Agreement. In so far as the claim of the plaintiff is concerned that the defendant has undertaken repairs and renovation and or put third party in possession, defendant has stated that the defendant is only carrying on repairs and renovation work of the said structure. Defendant has given an affidavit dt.26.10.05 interalia stating therein that the defendants being aged lady was unaware of the fact that the Receiver's consent is necessary for the purpose of carrying out repairs and renovation. Defendant has commenced the work of repairs without permission of the Court Receiver. Defendant has also tendered unconditional apology for the same. In that view of the matter, I permit the defendant to carry out and complete the repairs but subject to condition that the same will not be of a nature of structural change of the said premises. In so far as the claim of third party being put in possession is concerned, defendant has filed an affidavit of one Mr.Rakesh Gupta and one Mr.Shankar Sasane interalia stating therein that they are the contractors for

carrying out repairs work and have no interest of any nature whatsoever with the said premises. In that view of the matter, no further orders are necessary in the present motion. Motion disposed of accordingly. No order as to costs.